

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

PRECIOUS MOMENTS, INC., et al

**Plaintiff**

v.

LA INFANTIL, INC., et al

**Defendants**

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LA INFANTIL, INC., et al

Third Party Plaintiff

v.

SEGUROS TRIPLE-S, INC.

Third Party Defendants

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CIVIL NO. 97-1635 (JAG)

*Filed and Entered  
July 31, 2002  
6:00 P.M.  
JAG  
U.S.D.J.*

**ORDER**

*[Handwritten signature]* Simultaneously with the filing by plaintiff of a Motion Under Fed. R. Civ. P. 41(a)(2) for Voluntary Dismissal with Prejudice (Docket 252), and an Urgent Request to Withdraw Motion (Docket 253), the Court held a Settlement Conference. Subsequently, the Court was advised that the parties reached a Settlement Agreement, which in essence consists of the payment of a sum to counsel for defendant and third-party plaintiff La Infantil, Inc. and third-party defendant.

On July 31, 2002, the Court received copy of a faxed letter from counsel for plaintiff to counsel for defendant basically confirming the settlement reached. The letter clarifies that

*(5)*

*252*

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plaintiff's portion of the payment towards the settled sum shall be made within a reasonable time after plaintiff reviews a Stipulation Agreement that has been submitted.

The Court has no reason to believe that the Settlement reached will not be executed and the agreed sum not paid. Therefore, the Court will enter judgment dismissing the Complaint without prejudice. The Third-Party Complaint shall be equally dismissed without prejudice. Should the Settlement not be executed, the parties shall file a motion with the Court seeking reinstatement of the case and an enforcement of the Settlement Agreement.

Once the Settlement is executed, the parties shall so inform the Court and jointly seek to amend the Judgment so it will be with prejudice.

IT IS SO ORDERED.

San Juan, Puerto Rico, this 31st day of July 2002.

  
JAY A. GARCIA-GREGORY  
U.S. District Judge